McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP 1300 Mount Kemble Avenue P.O. Box 2075 Morristown, New Jersey 07962 (973) 993-8100 Attorneys for Defendant Metropolitan Life Insurance Company

GINA M. MURDOCK,

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE COMPANY, AXA EQUITABLE LIFE INSURANCE COMPANY AND PROTECTIVE LIFE INSURANCE COMPANY,

Defendants.

Civil Action No.:

CIVIL ACTION - NOTICE OF REMOVAL

PLEASE TAKE NOTICE that the undersigned attorneys for defendant, Metropolitan Life Insurance Company ("MetLife") petition this Honorable Court, pursuant to 28 U.S.C. § 1441, et seq., removing to the United States District Court, District of New Jersey, a matter instituted in the Superior Court of the State of New Jersey, Law Division, Gloucester County, bearing Docket No. GLO-L-552-20.

PLEASE TAKE FURTHER NOTICE that a copy of this removal petition has been filed with the Clerk, Superior Court of New Jersey, Law Division, Gloucester

County, thereby effecting removal pursuant to 28 U.S.C. § 1446(b).

PLEASE TAKE FURTHER NOTICE that by affecting removal of this civil action, MetLife reserves it right to raise any and all defenses available under the Federal Rules of Civil Procedure including, without limitation, FED. R. CIV. P. 12.

PLEASE TAKE FURTHER NOTICE that in support of this notice of removal,

MetLife relies upon the following:

- 1. On or around May 6, 2020, a Complaint with Jury Demand ("Complaint") and Civil Case Information Statement ("CIS") was filed on behalf of Gina M. Murdock ("Murdock") in the Superior Court of New Jersey, Law Division, Gloucester County, bearing Docket No. GLO-L-552-20. Annexed hereto as Exhibit A is a copy of the Complaint with Jury Demand ("Complaint"), Civil Case Information Statement ("CIS"), Track Assignment Notice, cover letter from counsel and Case Details which constitutes all process, pleadings and/or orders received by MetLife to date within the meaning and intent of 28 U.S.C. § 1446.
- 2. MetLife first notice of this action occurred on May 20, 2020, when it received a Case Details form and cover letter from counsel for Murdock dated May 8, 2020, through a P.O. Box maintained by MetLife in Scranton. Upon receipt, MetLife requested that the undersigned obtain from the court's computerized filing system the Complaint, Track Assignment Notice and CIS, which was done on May 21, 2020. Thereafter, on June 3, 2020, MetLife received a summons, Complaint, and CIS delivered through the same P.O. Box. To date, MetLife was never properly served with the summons, Complaint, Track Assignment Notice or CIS. Removal is therefore timely

under 28 U.S.C. § 1446(b) in that the filing of the within petition occurred within thirty (30) days of MetLife's receipt of the summons and Complaint.

- 3. Protective Life Insurance Company and AXA Equitable Life Insurance Company were voluntarily dismissed from the action by counsel for Murdock on June 15, 2020. Attached hereto as Exhibit B is a filed copy of the notice of voluntary dismissal. Accordingly, there is no need for their consent to the removal of this action to the United States District Court for the District of New Jersey.
- 4. The gravamen of the Complaint as against MetLife concerns Murdock's claim for accidental death benefits that she alleges are payable as a result of the death of her husband, Edward J. Murdock (the "Decedent") under a policy of insurance issued by MetLife (see, e.g. Complaint, ¶ 10). With respect to MetLife, Murdock is seeking a copy of the applicable policy; "[j]udgment in the amount of the accidental death benefit under the policy...;" and attorneys' fees and costs (Complaint, Count One, Addendum Clause).
- 5. Although not alleged in the Complaint, this action, as it relates to MetLife, is governed by the Employee Retirement Income Security Act of 1974, as amended, § 29 U.S.C. 1001 *et seq.* ("ERISA") as Murdock is seeking accidental death benefits pursuant to the Vista Energy Corp. Health & Welfare Benefit Program (the "Plan"). The Plan was established and maintained by Vista Energy Corp. and is an employee welfare benefit plan within the meaning and intent of ERISA. The accidental death benefits provided by the Plan are funded through the policy of group insurance issued by MetLife. Accordingly, Murdock is seeking relief pursuant to an ERISA plan.
 - 6. This Court has original jurisdiction because this matter relates to "a claim

or right arising under the laws of the United States." 28 U.S.C. § 1441(b). ERISA vests the district courts of the United States with original jurisdiction over civil actions claiming entitled to ERISA-regulated plan benefits. 29 U.S.C. § 1132(e). Moreover, the United States Supreme Court has mandated that suits to recover benefits from ERISA-regulated plans, such as this one, fall directly under ERISA, which provides "an exclusive federal cause of action for resolution of such disputes." Metropolitan Life Ins. Co. v. Taylor, 481 U.S. 58, 62-63 (1987). The Court's rationale applies to causes of action plead solely as state law claims, even without reference to ERISA on the face of the complaint, because Congress "so completely pre-emp[ted this]... particular area that any civil complaint raising this select group of claims is necessarily federal in character." *Id.* at 63-64, 67. *See also*, Pilot Life Ins. Co. v. Dedeaux, 481 U.S. 41 (1987).

- 7. The instant Notice of Removal is filed within thirty (30) days of MetLife's receipt of a copy of the initial pleading setting forth the claim for relief against it upon which the instant action is based. The time for filing this notice of removal under 28 U.S.C. § 1446(b) has not expired.
- 8. Given the applicability of ERISA, pursuant to 29 U.S.C. § 1132(e), United States District Courts are provided with subject matter jurisdiction over all actions for, *inter alia*, benefits provided under employee welfare benefit plans, including the plan made the subject of the action instituted by Murdock. Removal is therefore appropriate under and pursuant to 28 U.S.C. § 1441(a) and (b). Furthermore, pursuant to 29 U.S.C. § 1144, the terms and provisions of ERISA totally preempt all state causes of action, which are asserted in the complaint. *See*, Metropolitan Life Ins. Co. v. Taylor, 481 U.S. 58

(1987).

This Court maintains subject matter jurisdiction pursuant to 28 U.S.C. § 9. 1331 and 29 U.S.C. § 1132(e). Moreover, this Court maintains supplemental jurisdiction over all other causes of action and proceedings pursuant to 28 U.S.C. § 1367.

McELROY, DEUTSCH, MULVANEY Dated: June 19, 2020

& CARPENTER, LLP Attorneys for Defendant

Metropolitan Life Insurance Company

By: s/ Randi F. Knepper
Randi F. Knepper, Esq.

4239115_1

EXHIBIT "A"

A. JOHN FALCIANI, ESQ. Attorney NJ ID# 017641985 19 Newton Avenue P.O. Box 379 Woodbury, NJ 08096 Phone: 856-845-8333

Fax:856-845-9441

Email: johnfalciani@falcianilaw.com Attorney for Plaintiff, Gina M. Murdock

GINA M MURDOCK

Plaintiff,

vs

METROPOLITAN LIFE INSURANCE; AXA EQUITABLE LIFE INSURANCE COMPANY and PROTECTIVE LIFE INSURANCE COMPANY

Defendants.

ANGELO J. FALCIANI, ESQ. Attorney NJ 1D# 173181957 203 Hanover Road West Deptford, NJ 08086 Phone: 856-537-5924 Fax: 856-845-3996

Email: ajfalciani061957@gmail.com Of Counsel for Plaintiff, Gina M. Murdock

SUPERIOR COURT OF NEW JERSEY
GLOUCESTER COUNTY
LAW DIVISION

DOCKET NO GLO-00052-20

Civil Action

SUMMONS

The State Of New Jersey, To The Above Named Defendant, AXA Equitable Life Insurance Company

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintif(s) and required to serve upon the attorney(s) for the plaintif(s), whose name and address appears above, an answer to the annexed complaint within 35 days after the service of the summons and complaint upon you, exclusive of the day of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint. You shall promptly file your answer and proof of service thereof in duplicate with the Clerk of the Superior Court, North Broad Street, Woodbury, New Jersey, in accordance with the rules of civil practice and procedure.

If you are unable to obtain an attorney, call a Legal Services Office. An individual not cligible for free legal assistance may obtain a referral to an attorney by calling lawyer relevtal service. These numbers may be listed in the yellow pages of your phone book or may be obtained by calling the New Jersey Bar Association by calling toll free 800-792-8315 (within New Jersey) or 201-249-5000 (from out of state). The phone numbers for the county in which this action is pending are Lawyer Referral Service, 856-848-4589, Legal Services Offices 856-848-5360.

Dated _ 5-6-20

/s/ Michelle M Smith
Michelle M. Smith
Clerk of the Superior Court

Name of Defendant to Be Served AXA Equitable Life Insurance Company Address of Defendant to Be Served. P.O. Box 1047, Charlotte, NC 28201

May. 6. 2020 3:06PM

2020 - 05 - 22

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No. 3431 P 1

A. John Falciani, Esq. Attorney NJ ID# 017641985 19 Newton Avenue P.O. Box 379 Woodbury, New Jersey 08096 Phone: 856-845-8333 Fax: 856-845-9441 Email: johnfalciani@falcianilaw.com Attorney for Plaintiff, Gina M. Murdock

Angelo J. Falciani, Esq. Attorney NJ ID# 178181957 203 Hanover Road West Deptford, New Jersey 08086 Phone. 856-537-5924 Fax: 856-845-3996 Email: ajfalciani061957@gmail.com Of Counsel for Plaintiff, Gina M. Murdock

Gina M. Murdock

: SUPERIOR COURT OF NEW JERSEY

NOISIVID WALL

GLOUCESTER COUNTY

DOCKET NO: GLO-L-COST2-2

CIVIL ACTION

Plaintiff,

VB.

Metropolitan Life Insurance, AXA Equitable Life Insurance Company and Protective Life Insurance Company

COMPLAINT WITH JURY DEMAND

Defendants

The Plaintiff, Gina M. Murdock, currently residing at 110 Bordeaux Drive, in the Township of Logan and, Gloucester County, New Jersey 08085, by way of Complaint against the Defendants says:

2.

COUNT ONE

AGAINST METROPOLITAN LIFE INSURANCE

- 1. During the lifetime of Edward J. Murdock he was the insured under a policy of insurance with Metropolitan Life Insurance that provided for accidental death benefits
- 2. On the date of the death of Edward J. Murdock, Gina M. Murdock was the wife of Edward J. Murdock.
- 8. On the date of death, Gina M. Murdock was the sole Beneficiary of the above mentioned policy of life insurance.

May. 6 2020 3:07PM

No. 3431 P. 2

- 4. Edward J. Murdock departed this life on June 8, 2019.
- 5 The death of Edward J. Muxdock was accidental resulting from an overdose of physician prescribed medication.
- The Certificate of Death issued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.
- 7. Plaintiff has demanded of the Defendant, Metropolitan Life Insurance, a copy of the policy of insurance following the completion, signing and mailing of the Metropolitan application for the death benefit due Gina Murdock while the initial cause of death was pending an investigation as to the cause of death of Edward J. Murdock pending the results of certain toxicology results.
- Subsequent to the death of Edward J. Murdock, Plaintiff received a sealed State of New Jersey Death Certificate indicating that cause of death was "accidental"
- 9. Notwithstanding the demand by Plaintiff's counsel for the entire life insurance policy issued by the Defendant, Metropolitan Life Insurance Company regarding the death claim on behalf of Gina M. Murdock as Beneficiary, Defendant, Metropolitan Life Insurance Company has failed to tender to Plaintiff or Plaintiff's counsel Metropolitan Life Insurance Policy mentioned above.
- 10. Based on the above, Plaintiff is entitled to accidental death benefit under the Metropolitan Life Insurance Company referenced above.

WHEREFORE, Plaintiff demands the following:

A. A copy of the policy of insurance in existence between Edward J.
 Murdock and Metropolitan Life Insurance on June 8, 2019, the date of death; and

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- No. 3431 P. 3
- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant, Metropolitan Life Insurance with interest.
- C. Attorneys fees and costs.

COUNT TWO

AGAINST AXA EQUITABLE LIFE INSURANCE COMPANY

- During the lifetime of Edward J. Murdook he was the insured under a policy of insurance with AXA Equitable Life Insurance that provided for accidental death benefits under policy number 102116584.
- Gina M. Murdock, was the beneficiary of the mentioned policy of insurance.
 Edward J. Murdock departed this life on June 8, 2019.
- 18. The death of Edward J. Murdock was accidental resulting from an overdose of physician prescribed medication.
- 14. The Certificate of Death resued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.
- 16. Plaintiff has demanded of the Defendant, AXA Equitable Life Insurance Company, a copy of the policy of insurance which was surrendered at the time death benefits were claimed and paid.
- Defendant, AXA Equitable Life Insurance Company Insurance has not furnished a copy of the mentioned policy.

17. Under the terms and conditions of the AXA Equitable Life Insurance

Company Insurance referenced above, Plaintiff is entitled to the accidental death benefit

WHEREFORE, Plaintiff demands the following:

- A copy of the policy of insurance in existence between Edward J.
 Murdock and AXA Equitable Life Insurance Company on June 8,
 2019, the date of death.
- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant, AXA Equitable Life Insurance Company with interest.
- C. Attorneys fees and costs.

COUNT THREE

AGAINST PROTECTIVE LIFE INSURANCE COMPANY

- 18. During the lifetime of Edward J. Murdock he was the insured under a policy of insurance with Protective Life Insurance that provided for accidental death benefits under policy number FK3537865.
- Gina M. Murdock, was the beneficiary of the mentioned policy of insurance.

 Edward J. Murdock departed this life on June 8, 2019.
- 20. The death of Edward J. Muxdock was accidental resulting from an overdose of physician prescribed medication.
- 21. The Certificate of Death issued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.

May. 6. 2020 3:07PM

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No. 3431 P. 5

22. Plaintiff has demanded of the Defendant, Protective Infe Insurance
Company, a copy of the policy of insurance which was surrendered at the
time death benefits were claimed and paid. Defendant, Protective Life
Insurance Company Insurance has not furnished a copy of the mentioned
policy

WHEREFORE, Plaintiff demands the following:

- A. A copy of the policy of insurance in existence between Edward J.
 Murdock and Protective Life Insurance Company on June 8, 2019, the date of death.
- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant, Protective Life Insurance Company with interest.
- C. Attorneys fees and costs.

A. John Falciani, Esquire Attorney for Plaintiff

Dated: May 4th, 2020

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:5-1, A. John Falciani, is hereby designated trial counsel for Plaintiffs.

CERTIFICATION PURSUANT TO RULE 4.5-1

I am the attorney for the Plaintiff in the above captioned matter. To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court of a pending arbitration proceeding, nor is any other action

May. 6. 2020 3:07PM

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No 3431 P. 6

contemplated; further, there are no other parties who should be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

JURY DEMAND

١.

Plaintiff demands a trial by jury as to all issues that need to be tried, if any.

A. JOHN FALCIANI, ESQUIRE

Attorney for Plaintiff

Dated: May 4th, 2020

2020 - 05 - 22

Civil Case Information Statement

Case Details: GLOUCESTER | Civil Part Docket# L-000552-20

Case Caption: MURDOCH GINA VS METROPOLITAN

LIFE IN SURANCE C

Case Initiation Date. 05/06/2020

Attorney Name: ANGELO JOHN FALCIANI

Firm Name[,] A JOHN FALCIANI

Address: 19 NEWTON AVE PO BOX 379

WOODBURY NJ 08096

Phone. 8568458333

Name of Party: PLAINTIFF Murdoch, Gina Name of Defendant's Primary Insurance Company

(if known) None-

Case Type, CONTRACT/COMMERCIAL TRANSACTION

Document Type Complaint with Jury Demand

Jury Demand, YES - 6 JURORS

is this a professional malpractice case? NO

Related cases pending: NO If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same

transaction or occurrence)? NO

Are sexual abuse claims alleged? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO If yes, please identify the requested accommodation:

Will an Interpreter be needed? NO If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1.38-7(b)

05/06/2020 Dated /s/ ANGELO JOHN FALCIANI Signed GLO-L-000552-20 05/06/2020 2:52:03 PM Pg 1 of 6 Trans ID: LCV2020833956

A. John Falciani, Esq. Attorney NJ ID# 017641985 19 Newton Avenue P.O. Box 379 Woodbury, New Jersey 08096

Phone: 856-845-8333 Fax: 856-845-9441

Email: johnfalciani@falcianilaw.com Attorney for Plaintiff, Gina M. Murdock

Gina M. Murdock

Plaintiff,

vs.

Metropolitan Life Insurance; AXA Equitable Life Insurance Company and Protective Life Insurance Company

Defendants

Angelo J. Falciani, Esq. Attorney NJ ID# 173181957 203 Hanover Road West Deptford, New Jersey 08086 Phone: 856-537-5924

Fax: 856-845-3996

Email: ajfalciani061957@gmail.com Of Counsel for Plaintiff, Gina M. Murdock

: SUPERIOR COURT OF NEW JERSEY

LAW DIVISION

: GLOUCESTER COUNTY

: DOCKET NO:

CIVIL ACTION

COMPLAINT WITH JURY DEMAND

The Plaintiff, Gina M. Murdock, currently residing at 110 Bordonux Drive, in the Township of Logan and, Gloucester County, New Jersey 08085, by way of Complaint against the Defendants says:

COUNT ONE

AGAINST METROPOLITAN LIFE INSURANCE

- During the lifetime of Edward J. Murdock he was the insured under a policy of insurance with Metropolitan Life Insurance that provided for accidental death benefits.
- 2. On the date of the death of Edward J. Murdock, Gina M. Murdock was the wife of Edward J. Murdock.
- On the date of death, Gina M. Murdock was the sole Beneficiary of the above mentioned policy of life insurance.

- 4. Edward J. Murdock departed this life on June 8, 2019.
- The death of Edward J. Murdock was accidental resulting from an overdose of physician prescribed medication.
- 6. The Certificate of Death issued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.
- 7. Plaintiff has demanded of the Defendant, Metropolitan Life Insurance, a copy of the policy of insurance following the completion, signing and mailing of the Metropolitan application for the death benefit due Gina Murdock while the initial cause of death was pending an investigation as to the cause of death of Edward J. Murdock pending the results of certain toxicology results.
- 8. Subsequent to the death of Edward J. Murdock, Plaintiff received a sealed State of New Jersey Death Certificate indicating that cause of death was "accidental"
- 9. Notwithstanding the demand by Plaintiff's counsel for the entire life insurance policy issued by the Defendant, Metropolitan Life Insurance Company regarding the death claim on behalf of Gina M. Murdock as Beneficiary, Defendant, Metropolitan Life Insurance Company has failed to tender to Plaintiff or Plaintiff's counsel Metropolitan Life Insurance Policy mentioned above.
- 10. Based on the above, Plaintiff is entitled to accidental death benefit under the Metropolitan Life Insurance Company referenced above.

WHEREFORE, Plaintiff demands the following:

A. A copy of the policy of insurance in existence between Edward J.
 Murdock and Metropolitan Life Insurance on June 8, 2019, the date of death; and

- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant, Metropolitan Life Insurance with interest.
- C. Attorneys fees and costs.

COUNT TWO

AGAINST AXA EQUITABLE LIFE INSURANCE COMPANY

- 11. During the lifetime of Edward J. Murdock he was the insured under a policy of insurance with AXA Equitable Life Insurance that provided for accidental death benefits under policy number 102116534.
- Gina M. Murdock, was the beneficiary of the mentioned policy of insurance.
 Edward J. Murdock departed this life on June 8, 2019.
- 13. The death of Edward J. Murdock was accidental resulting from an overdose of physician prescribed medication.
- 14. The Certificate of Death issued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.
- 15. Plaintiff has demanded of the Defendant, AXA Equitable Life Insurance Company, a copy of the policy of insurance which was surrendered at the time death benefits were claimed and paid.
- 16. Defendant, AXA Equitable Life Insurance Company Insurance has not furnished a copy of the mentioned policy.

17. Under the terms and conditions of the AXA Equitable Life Insurance Company Insurance referenced above, Plaintiff is entitled to the accidental death benefit.

WHEREFORE, Plaintiff demands the following:

- A. A copy of the policy of insurance in existence between Edward J.
 Murdock and AXA Equitable Life Insurance Company on June 8,
 2019, the date of death.
- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant,

 AXA Equitable Life Insurance Company with interest.
- C. Attorneys fees and costs.

COUNT THREE

AGAINST PROTECTIVE LIFE INSURANCE COMPANY

- 18. During the lifetime of Edward J. Murdock he was the insured under a policy of insurance with Protective Life Insurance that provided for accidental death benefits under policy number FK3537365.
- Gina M. Murdock, was the beneficiary of the mentioned policy of insurance.
 Edward J. Murdock departed this life on June 8, 2019.
- 20. The death of Edward J. Murdock was accidental resulting from an overdose of physician prescribed medication.
- 21. The Certificate of Death issued by the Office of the Medical Examiner of the State of New Jersey determined that the death of Edward J. Murdock was accidental.

GLO-L-000552-20 05/06/2020 2:52:03 PM Pg 5 of 6 Trans ID: LCV2020833956

22. Plaintiff has demanded of the Defendant, Protective Life Insurance

Company, a copy of the policy of insurance which was surrendered at the

time death benefits were claimed and paid. Defendant, Protective Life

Insurance Company Insurance has not furnished a copy of the mentioned

policy.

WHEREFORE, Plaintiff demands the following:

- A. A copy of the policy of insurance in existence between Edward J.
 Murdock and Protective Life Insurance Company on June 8, 2019, the date of death.
- B. Judgment in the amount of the accidental death benefit under the policy of insurance insuring Edward J. Murdock by the Defendant, Protective Life Insurance Company with interest.
- C. Attorneys fees and costs.

A John Falcinni, Esquire Attorney for Plaintiff

Dated: May 4th, 2020

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:5-1, A. John Falciani, is hereby designated trial counsel for Plaintiffs.

CERTIFICATION PURSUANT TO RULE 4.5-1

I am the attorney for the Plaintiff in the above captioned matter. To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court of a pending arbitration proceeding, nor is any other action

Case 1:20-cv-07468-RMB-KMW Document 1 Filed 06/19/20 Page 21 of 24 PageID: 21

GLO-L-000552-20 | 05/06/2020 2:52:03 PM | Pg 6 of 6 Trans ID: LCV2020833956

contemplated; further, there are no other parties who should be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

JURY DEMAND

Plaintiff demands a trial by jury as to all issues that need to be tried, if any.

A. JOHN FALCIANI, ESQUIRE

Attorney for Plaintiff

Dated: May 4th, 2020

EXHIBIT "B"

A. John Falciani ESQ.
Attorney NJ ID# 01741985
19 Newton Avenue
P.O. Box 379
Woodbury NJ 08096
Phone 856-845-8333
Fax 856-845-9441
Email: johnfalciani@falcianilaw.c.

Email: johnfalciani@falcianilaw.com Attorney for Plaintiff Gina M. Murdock

Gina M. Murdock

Plantiff

Vs.

Metropolitan Life Insurance Axa Equitable Life Insurance Company and Protective Life Insurance Company Angelo J. Falciani ESQ. Attorney NJ ID# 173181957 203 Hanover Road West Deptford NJ 08096 Phone: 856-537-5924 Fax: 856-845-3996

Email: ajfalciani061957@gmail.com
Of Counsel for Plantiff Gina M. Murdock

Superior Court of New Jersey Gloucester County Law Divisions

Docket NO GIO-00052-20

(Mr)

000552-20

Civil Action

Defendants

No Answers filed Plaintiff ,Gina M Murdock, Voluntarily Dismisses her Complaint against Axa Equitable Life Insurance and Protective Life Insurance Company, ONLY (1997)

CC: MetLife Insurance Company AXA Equitable Life Insurance Protective Life Insurance Company

Honorable Timothy W.Chell

Dated: June 15,2020

A. John Falciani ESQ.

Attorney for Plaintiff, Gina M. Murdock

OF Counsel for Plaintiff

Case Details | Case Number: GLO-L-000552-20

Case Caption: MURDOCH GINA VS METROPOLITAN LIFE IN SURANCE C

Court Type: Civil Part

Case Type: CONTRACT/COMMERCIAL

TRANSACTION

Case Track: 2

of Discovery Days: 300 Original Discovery End Date:

Original Arbitration Date: Original Trial Date: Case Disposition: OPEN

Transaction Information

Transaction ID: LCV20201059099

Documents Received: **VOLUNTARY DISMISSAL** Venue: GLOUCESTER

Case Status: ACTIVE

Judge: CHELL, TIMOTHY, W

Age of Case: 00 YR 01 MO Current Discovery End Date:

Current Arbitration End Date: Current Trial Date:

Disposition Date:

Case Initiation Date: 05/06/2020

Jury Demand: YES - 6 JURORS

Team: 102

Consolidated Case: N # of DED Extensions: 0 # of Arb Adjournments: 0

of Trial Date Adjournments: 0

Statewide Lien: N

Received by Ecourts On: 06/15/2020 Total Payment Amount: \$0.00